wrongful act. *Larson v. Chase,* 47 Minn., 307. Such damages were allowed in an action against a common carrier by a passenger who was kissed by the conductor against her will. *Craker v. R. R. Co.,* 36 Wis., 657. They have often been allowed in actions for the non-delivery or delay in delivering a telegram, where the company had notice that such failure or delay would probably cause mental suffering. *Young v. Telegraph Co.,* 107 N. C., 370; *Reese v. Telegraph Co.,* 123 Ind., 294; *Telegraph Co. v. Cooper,* 71 Tex., 507. But other courts held the contrary. *Chase v. Telegraph Co.,* 44 Fed., 554; *Summerfield v. Telegraph Co.,* 87 Wis., 1. In any case, such damages are recoverable for intense suffering only, and not for more disappointment or regret. *Hancock v. Telegraph Co.,* 137 N. C., 497.

DISCRETION OF COURT—NEW TRIAL—MISCONDUCT OF COUNSEL.—DOWNEY V. FINUCANE ET AL., 130 N. Y. SUPP., 988.—After the jury had retired for deliberation and in the absence of the presiding justice, counsel sent a newspaper statement which had been ruled out appended to an exhibit which the jury had called for. *Held,* in view of the trial court's positive instructions to disregard the statement, that the conduct of counsel was not such misconduct as to require a reversal of the order denying a new trial therefor. McLennan, P. J., *dissenting.*

The granting or refusing of a new trial on grounds of misconduct is a matter for the sound discretion of the trial court and the decision of the court will not be disturbed on appeal unless it is made affirmatively to appear that, that discretion has been abused prejudicially. *Sunberg v. Babcock,* 66 Iowa, 515; *Loucks v. C. M. & St. P. R. R. Co.,* 31 Minn., 526; *Tucker v. Salem Flouring Mills Co.,* 13 Ore., 28; *Olsen v. Gjersten,* 42 Minn., 407. Whether misconduct is prejudicial is to be determined by the trial court, *Watson v. St. Paul City Ry. Co.,* 42 Minn., 46, but in their decision the court uses a legal discretion which must be exercised in accordance with the rules of law under penalty of reversal, *Stockwell v. C. C. & D. R. Co.,* 43 Iowa, 470. On appeal the prejudicial effect respectively of—Misconduct of jury or party, *Hamm v. Romine,* 98 Ind., 77. Improper influence of jury by counsel, *Knowles v. Van Gorder,* 23 Minn., 197. Comments to jury in absence of judge on facts not in evidence, *Halls v. Wolff,* 61 Iowa, 559. Improper remarks to jury, *Conn. v. White,* 148 Mass., 430. Comments to third parties in jury's presence, *Shea v. Lawrence,* 83 Mass., 167. Disclosure by counsel to jury of the contents of a paper sought to be introduced in evidence, *Met. Str. Ry. Co. v. Powell,* 89 Ga., 601,—has been held to lie within the discretion of the trial court.

INFANTS—DISAFFIRMANCE OF DEEDS—LIMITATION.—PUTNAL V. WALKER, 55 So., 844 (FLA.).—*Held,* that where no estoppel arises against an infant at the time he makes a deed during infancy, and when there are no circumstances and no affirmative acts of his making it inequitable for him to remain inactive after attaining his majority, his mere silence or inertness for a period less than seven years, as fixed by the statute of limitations, after he reaches his majority, does not bar his right to disaffirm his deed made during infancy.

The rule stated in the leading case is supported by the decisions of the Federal courts, and of those of many of the States. *Irvine v. Irvine,* 9 Wall., 617; *Wilson v. Branch,* 77 Va., 65; *Cressinger v. Lessee of Welch,* 15 Ohio, 156; *Voorhees v. Voorhees,* 24 Barb., 150 (N. Y.); *Prout v. Wiley,* 28 Mich., 164. On the other hand, almost an equal number of courts hold that the deed must be disaffirmed by the infant within a reasonable time after reaching majority, and the reasonableness is to be determined in view of all the circumstances. *Kline v. Beebe,* 6 Conn., 494; *Hastings v. Dollarhide,* 24 Cal., 195; *Goodnow v. Lumber Co.,* 31 Minn., 468; *Searcy v. Hunter,* 81 Tex., 644. This seems to be the English rule. *Holmes v. Blogg,* 8 Taunt., 35; *Dublin Railway v. Black,* 8 Exch., 181. In some states this is a statutory provision. *Wright v. Germain,* 21 Ia., 585; *Bentley v. Greer,* 100 Ga., 35; *Johnston v. Gerry,* 34 Wash., 524. Where the facts are not disputed, the question of reasonableness is for the court. *Goodnow v. Lumber Co.,* 31 Minn., 468. Some courts hold that, while the deed must be disaffirmed within a reasonable time, as a matter of law the time fixed by the statute of limitations within which an action to recover land must be brought is a reasonable time. *Blankenship v. Stoat,* 25 Ill., 132.

INJUNCTION—DAMAGES—ATTORNEY'S FEES.—ALBERS COMMISSION CO. ET AL. V. SPENCER ET AL., 139 S. W., 321 (Mo.)—*Held,* that attorney's fees for services incurred by defendant in procuring the dissolution of a temporary injunction wrongfully sued out are a part of the damages, but where the injunction was dissolved below, the services of attorneys to resist its re-establishment on appeal, there being no *supersedeas,* cannot be recovered on the bond.

The weight of authority, as pointed out in *High on Injunctions,* Sec. 1685, sustains the right to recover attorney's fees paid in procuring the dissolution of an injunction. *Keith v. Henkleman,* 173 Ill., 137; *Wisconsin M. & F. Ins. Co. Bank v. Durner,* 114 Wis., 369; *Porter v. Hopkins,* 63 Cal., 53. And yet in the Federal courts the rule is well established that counsel fees are not a proper element of damage in a suit upon an injunction bond. *Missouri K. & T. Ry. Co. v. Elliott,* 184 U. S., 530; *in re Hines,* 144 Fed., 147. And such is the rule in a number of States. *Wisecarver v. Wisecarver,* 97 Va., 452; *Sensening v. Parry,* 113 Pa., 115. The majority of States refuse to extend the damages recoverable to counsel fees sustained after the injunction has been dissolved and an appeal taken. *Cors v. Tompkins,* 51 Ill., App. 315; *Elmwood Mfg. Co. v. Rankin,* 70 Ia., 403. And thus in *Neiser v. Thomas,* even though the dissolution was accompanied by a *supersedeas* bond. *French Piano Co. v. Porter,* 134 Ala., 302.

INSURANCE—FRATERNAL INSURANCE—PARTIES ENTITLED TO FUNDS.—ROYAL LEAGUE V. SHIELDS, 96 N. E., 45 (ILL.).—*Held,* that where a fraternal benefit association is organized to issue certificates for the benefit of the families, heirs, relatives of, or persons dependent on, the member, the designation of a person not within the classes enumerated is void and the funds go to the beneficiary designated by law. Vickers, Cartwright, and Farmer, JJ., *dissenting.*